GENERAL CONDITIONS

FOR CONSUMERS

(VERSION IN FORCE ON 30/01/2023)

These general conditions of sale are those of the company EDUC-EU, a *société par actions simplifiée* [simplified joint-stock company] (SAS) with a capital of 10,000 euros, whose registered office is at Les Tricolores, 6 rue d'Armaillé, 75017 Paris, registered in the Paris Trade and Companies Register under number 919 738 278, hereinafter referred to as EDUC-EU.

EDUC-EU'S SERVICES ARE AVAILABLE TO CONSUMERS AND NON-PROFESSIONAL BUYERS, AS DEFINED BY THE PRELIMINARY ARTICLE OF THE CONSUMER CODE. BY SIGNING THE ORDER FORM, THE CLIENT CONFIRMS THAT IT IS NOT A PROFESSIONAL WITHIN THE MEANING OF THE PRELIMINARY ARTICLE OF THE CONSUMER CODE, AND THAT THE SERVICES THAT IT IS ORDERING UNDER THE AGREEMENT DO NOT FALL UNDER THE SCOPE OF ITS MAIN ACTIVITY WITHIN THE MEANING OF ARTICLE L221-3 OF THE CONSUMER CODE IF IT IS A LEGAL ENTITY, AND THAT THE SERVICES DO NOT FALL UNDER THE SCOPE OF COMMERCIAL, INDUSTRIAL, ARTISANAL, SELF-EMPLOYED OR AGRICULTURAL ACTIVITY WITHIN THE MEANING OF THE PRELIMINARY ARTICLE OF THE CONSUMER CODE IF IT IS AN INDIVIDUAL.

These general conditions of sale apply to the exclusion of all other conditions, and particularly those applicable to sales in shops or other means of distribution and marketing channels.

They are accessible at all times on the website https://www.educ-study.eu and shall prevail, if necessary, over any other version or contradictory document.

As these general conditions of sale and services may be subject to further changes, the version applicable to the CLIENT's purchase shall be the ones in force on the website https://www.educ-study.eu and on the date the order is placed.

GENERAL PROVISIONS

1.1. DEFINITIONS

AGREEMENT: means the contractual relationship between the CLIENT and EDUC-EU, consisting of the ORDER FORM and the GCS in their latest enforceable version, which are attached to the ORDER FORM and are available on the website https://www.educ-study.eu.

ORDER FORM: means the contractual document by which the CLIENT places an order with EDUC-EU for the supply of SERVICES. This document is indissociable from the GCS.

GCS: means the updated version of these general conditions of sale and services, which stipulate the clauses applicable to any CLIENT who is a consumer of EDUC-EU within the framework of any AGREEMENT.

CLIENT: means the co-contractor of EDUC-EU who has entered into an agreement with EDUC-EU by accepting these GCS. The CLIENT is a non-professional or a consumer.

SERVICES: means the services provided by EDUC-EU to the CLIENT, it being specified that these services are understood to be supplied both in person as well as remotely by any means of electronic communication and any possible accessories.

PARTIES: means, collectively, the parties to the AGREEMENT, i.e., the CLIENT and EDUC-EU.

THIRD PARTY PROVIDER: third party to the AGREEMENT, who provides all, or part of the SERVICES sold by EDUC-EU.

1.2. SCOPE OF APPLICATION OF THE GCS

The GCS apply to all sales made on the https://www.educ-study.eu website and by any other means.

The purpose of the GCS is to define the commercial contractual provisions between the company EDUC-EU and its CLIENTS.

The website https://www.educ-study.eu is edited by the company EDUC-EU.

The director of the publication of the https://www.educ-study.eu website is Claire Darmé.

The user of the website https://www.educ-study.eu can contact the company EDUC-EU by:

- post to the address of the EDUC-EU's company's headquarters, indicated above,
- email using the email addresses contact@educ-study.eu, olivier.marty@educ-study.eu or claire.darme@educ-study.eu.

The website https://www.educ-study.eu is hosted by planethoster.

1.3. ADHERENCE TO THE GCS

The GCS constitute the entire AGREEMENT, relating to the provision of SERVICES provided by EDUC-EU to the CLIENT.

Placing an order implies the CLIENT's full and unconditional acceptance of these GCS. In this respect, the CLIENT confirms that it accepts all of these GCS by ticking the "I accept" box when placing its order. This acceptance implies an obligation of payment for the SERVICES ordered, which is expressly recognised by the CLIENT, who waives, in particular, the right to invoke any contradictory document, which would be unenforceable against EDUC-EU.

The AGREEMENT supersedes all prior agreements, whether oral or written between the CLIENT and EDUC-EU and may only be amended, including changes to the terms, nature of the SERVICES or the prices and/or discounts, by a written amendment signed by both PARTIES.

In the event of any conflict between the GCS and any other document, the GCS shall prevail.

In order to be valid and enforceable against EDUC-EU, any derogation from the GCS must be the subject of a prior written agreement and signed by someone who is a legal representative of EDUC-EU.

The fact that EDUC-EU is delayed in claiming under any of the provisions of the GCS shall not be construed as a waiver of its right to do so at a later date, nor as a waiver of the application of other provisions of the GCS.

1.4. ORDERS

The ORDER of the SERVICES that the CLIENT selects shall be made according to the two methods described below.

1.4.1. ORDERING ON THE EDUC-EU WEBSITE

1.4.1.1. IDENTIFICATION OF THE CLIENT

The CLIENT has access to the contents of its basket containing all the SERVICES. The CLIENT must then identify itself. In this respect, the CLIENT undertakes to provide EDUC-EU with the correct information, thereby allowing EDUC-EU to execute all of its contractual obligations. EDUC-EU shall not be held responsible if the information provided by the CLIENT is false or incomplete. In this case or in the event of non-payment or any other irregularity on the part of the CLIENT, EDUC-EU reserves the right to cancel the order and/or delete the user account. The CLIENT may be identified directly after the selection of the SERVICES or through the user account (hereinafter the "Account"). The opening of an Account includes two log-in credentials: an email address and a choice of password. The log-in details of the CLIENT are personal and shall be kept confidential.

The CLIENT may access the personal data that it communicated to EDUC-EU upon request, (in accordance with the stipulations set out in the Personal Data Article of the GCS).

1.4.1.2. PLACING THE ORDER

Once the CLIENT has selected the SERVICES and provided the identification data, the CLIENT then proceeds to choose the delivery method, and then selects the payment method.

An order summary is then presented to the CLIENT, which shall include information relating to the SERVICES, prices and terms of delivery. An order number shall also be assigned to the CLIENT.

1.4.2. FINAL ORDER CONFIRMATION

Once the order has been validated, a final confirmation occurs once the bank authorisation to debit has been given to EDUC-EU if the payment is being done by card. [TO BE COMPLETED depending on the authorised payment methods]

Only the final order confirmation is contractually binding for EDUC-EU towards the CLIENT.

The CLIENT may request an invoice.

1.4.2.1. AVAILABILITY OF SERVICES

The offers of SERVICES are valid as long as the said SERVICES are visible on the website https://www.educ-study.eu. In the event that the PRODUCT becomes unavailable after the CLIENT has placed an order, EDUC-EU shall inform the CLIENT by email. The order shall automatically be cancelled, and no bank transfer shall be made.

1.4.3. ORDER PLACED BY PURCHASE ORDER

In this mode of ordering, the order is placed when EDUC-EU receives a PURCHASE ORDER signed by the CLIENT.

1.4.4. THE PURCHASE ORDER SETS OUT THE MUTUAL OBLIGATIONS OF EDUC-EU AND THE CLIENT WHICH CONSTITUTE THE SPECIAL CONTRACTUAL CONDITIONS UNDER WHICH THE SERVICES ARE ORDERED AND PERFORMED, THESE GCS BEING APPLICABLE IN ADDITION.

Once the order has been confirmed and accepted by EDUC-EU in accordance with the aforementioned conditions, the order cannot be modified.

1.4.5. CANCELLATION

Once the order has been confirmed and accepted by EDUC-EU in accordance with the aforementioned conditions, the order cannot be cancelled, except for the exercise of right of withdrawal or in the case of force majeure. majeure.

1.4.5.1. RIGHT OF WITHDRAWAL

The CLIENT reserves the right to withdraw from this contract without giving a reason within fourteen (14) days. Non-professional purchasing CLIENTS as defined in the preliminary article of the Consumer Code do not benefit from a right of withdrawal.

In order to facilitate EDUC-EU's management of the exercise of this right of withdrawal, the CLIENT must notify EDUC-EU of its exercise of said right, by communicating the complete references, as well as a copy of its invoice.

Where applicable, any goods ancillary to the SERVICES ordered by the CLIENT and made available by EDUC-EU must be returned to EDUC-EU by the CLIENT exercising its right of withdrawal.

In any event, the SERVICES listed in Article L221-28 of the Consumer Code may not be subject to the exercise of the right of withdrawal.

In order to exercise its right of withdrawal, in accordance with the legal provisions, the CLIENT shall find attached in Annex 1 the standard withdrawal form to be sent before the deadline to the following address:

EDUC-EU, Les Tricolores, 6 rue d'Armaillé, 75017 Paris.

You may exercise your right of withdrawal by any means to EDUC-EU and specifically by post or email expressing your will to withdraw without any ambiguity and according to the conditions listed above for the exercise of the right of withdrawal.

The withdrawal period expires fourteen (14) days after the day on which the CLIENT or a third party designated by the CLIENT takes delivery of the last SERVICE in the case of a contract for several SERVICES ordered by the consumer in a single order and if these SERVICES are delivered separately.

In order to exercise the right of withdrawal, the CLIENT shall notify EDUC-EU of its decision to withdraw from this contract by means of an unambiguous statement. In this regard, the CLIENT may use the withdrawal form available in the annex to these GCS (optional). The CLIENT shall notify its decision:

- either by post sent to the address EDUC-EU, 6 rue d'Armaillé, 75027 Paris;
- or by any other statement, devoid of ambiguity, expressing its will to withdraw.

In order for the withdrawal deadline to be respected, it is sufficient for the CLIENT to communicate its exercise of the right to withdraw before the withdrawal deadline expires.

1.4.5.2. EFFECTS OF THE WITHDRAWAL:

In the event that the CLIENT withdraws from this contract, EDUC-EU shall refund all payments received from the CLIENT, including any delivery costs (with the exception of any additional costs arising from the fact that the CLIENT has chosen, if necessary, a delivery method more expensive than the standard delivery method offered by EDUC-EU) without excessive delay and, in any event, no later than fourteen (14) days from the day on which EDUC-EU was informed of the CLIENT's decision to withdraw from this contract. EDUC-EU shall proceed with the refund by using the same payment method that the CLIENT used for the initial transaction unless the CLIENT expressly agrees to a different payment method; in any event this refund shall not incur any costs for the CLIENT.

EDUC-EU may defer the refund until it has received a good that is ancillary to the SERVICE ordered by the CLIENT or until the CLIENT has provided proof of shipment of said ancillary good, whichever comes first.

The CLIENT must return the good to the THIRD PARTY SUPPLIER whose address is communicated to the CLIENT by EDUC-EU without excessive delay and no later than fourteen (14) days after the CLIENT has communicated to EDUC-EU its decision to withdraw from this contract. The deadline is deemed to have been respected if the CLIENT returns the good well before the expiry of the fourteen (14) day period.

The CLIENT must bear the direct costs of returning the good.

The CLIENT shall only be liable for the depreciation of the good resulting from handling other than that necessary to establish the nature, characteristics and proper functioning of the good.

In accordance with Article L221-28 of the Consumer Code, "the right of withdrawal cannot be exercised for contracts:

- 1° For the supply of services fully performed before the end of the withdrawal period and, if the contract subjects the consumer to an obligation to pay, the performance of which has begun with the consumer's prior and express agreement and with the consumer's acknowledgement of the loss of its right of withdrawal, when the service has been fully performed by the trader;
- 2° For the supply of goods or services where the price depends on fluctuations in the financial market beyond the trader's control and which may occur during the withdrawal period;
- 3° For the supply of goods made according to the consumer's specifications or clearly personalised;
- 4° For the supply of goods likely to deteriorate or expire rapidly;
- 5° For the supply of goods which have been unsealed by the consumer after delivery and which cannot be returned for reasons of hygiene or health protection;
- 6° For the supply of goods which, after delivery and by their nature, are inseparably mixed with other articles;
- 7° For the supply of alcoholic beverages the delivery of which is deferred beyond thirty days and the value of which agreed at the conclusion of the contract depends on fluctuations in the market beyond the trader's control;
- 8° For the maintenance or repair works to be carried out urgently at the consumer's home and expressly requested by the consumer, within the limits of spare parts and works strictly necessary to meet the emergency;
- 9° For the supply of audio or video recordings or IT software once they have been unsealed by the consumer after delivery;
- 10° For the supply of a newspaper, periodical or magazine, except for contracts for subscriptions to such publications;

- 11° Concluded at a public auction;
- 12° For the supply of accommodation services, other than residential accommodation, services for the transport of goods, car rental, catering or leisure activities which are to be supplied at a specific date or time period;
- 13° For the supply of digital content without material support, the performance of which started before the end of the withdrawal deadline and, if the contract obliges the consumer to pay, where:
- a) The consumer has previously given its express consent for the contract to start before the expiration of the withdrawal period; and
- b) The consumer has acknowledged that it would lose its right to withdraw; and
- c) The trader has provided confirmation of the consumer's consent in accordance with the provisions of the second paragraph of Article L. 221-13."

1.5. REFUSAL TO PROVIDE A SERVICE, FORCE MAJEURE

EDUC-EU may, without invoking a refusal of sale, refuse to provide a service in particular in the following cases:

- supply of SERVICES required is for a date that is incompatible with time necessary for its provision;
- supply of SERVICES required is abnormally high, taking into account the means of EDUC-EU;
- supporting documents are missing, incomplete, non-compliant or do not clearly identify the CLIENT;
- manifest insolvency or repeated late payments by the CLIENT;
- non-payment for the supply of previous SERVICES;
- supply of service required constitutes an infringement of legal provisions or regulations currently in force.

EDUC-EU shall not be held responsible for the non-completion of its obligations in the case of force majeure as defined by the French Civil Code or jurisprudence.

1.6. RETENTION OF TITLE

Until payment in full of the SERVICES ordered by the CLIENT, EDUC-EU shall retain full title to the SERVICE, as well as any elements of intellectual or industrial property, which have been provided to the CLIENT under the AGREEMENT.

1.7. OBLIGATIONS AND LIABILITY OF THE CLIENT

As a condition of the delivery of the order by EDUC-EU, the CLIENT shall:

- provide EDUC-EU in advance with all the truthful, accurate, up-to-date and complete information necessary for the implementation of EDUC-EU's obligations,
- perform its own obligations within the time limits and in the form agreed in these GCS,
- declare in advance any change in the CLIENT's legal situation, such as a move for example.

Furthermore, EDUC-EU shall be entitled to rely on all decisions and approvals issued by the CLIENT independently of the AGREEMENT and/or prior to the execution of the AGREEMENT by the PARTIES.

Unless otherwise stated in the PURCHASE ORDER, the AGREEMENT does not, in any way, create any obligation for EDUC-EU to evaluate, respond to, modify, confirm or reject such decisions or approvals.

1.8. DISPOSAL OF ELECTRICAL OR ELECTRONIC WASTE

In order to ensure the disposal of electrical or electronic waste and in the event of EDUC-EU supplying goods ancillary to the SERVICES, the CLIENT shall pay EDUC-EU an eco-contribution when ordering the SERVICES, the amount of which shall be communicated to it in each case of the cases concerned.

1.9. EDUC-EU'S OBLIGATIONS

As part of its obligation to advise, EDUC-EU undertakes to perform the SERVICES with all the care customary in its profession and in accordance with the rules of the trade.

The CLIENT shall expressly acknowledge that EDUC-EU is only bound by a simple obligation of means.

1.10. LIABILITY

Without prejudice to the application of the regulations in force relating to consumer law, EDUC-EU's liability is expressly limited according to the terms of this article.

The entire liability of EDUC-EU that may arise in connection with the AGREEMENT is expressly limited, in any event, to a sum equivalent to the price actually paid by the CLIENT in respect of the SERVICES for which EDUC-EU's liability is alleged.

In no event shall EDUC-EU be held responsible for any incidental or indirect damages, including but not limited to lost profits, loss of opportunity, business interruption or loss of data.

Given that EDUC-EU provides its SERVICES exclusively for the benefit and in the interests of one sole CLIENT, the CLIENT shall respond and commit to indemnify EDUC-EU, its managers and employees, all the costs, expenses, damages and interests, indemnities, including legal expenses resulting from a complaint or action by a third party and concerning or arising from the AGREEMENT.

The provisions of this article shall apply in all circumstances, unless otherwise provided for by applicable law, irrespective of the basis of any third-party claims, including contractual or extra-contractual liability claims, whether against the CLIENT, EDUC-EU or third parties, even if EDUC-EU has been advised of the possibility of the occurrence of such damages.

Any action against EDUC-EU shall be time-barred within the period prescribed by the regulations in force.

Without prejudice to the application of the regulations in force relating to guarantees, this article constitutes EDUC-EU's sole guarantee with respect to the supply of SERVICES and expressly replaces any other express or implied guarantee or statement.

1.11. RATES AND INVOICING

1.11.1. RATES

EDUC-EU's rates are those displayed on their website: https://www.educ-study.eu; they are completed by the provisions of the GCS. These prices do not include any delivery costs, unless expressly stated otherwise.

1.11.2. TAXES

EDUC-EU's rates are inclusive of all taxes, unless expressly stated otherwise.

1.11.3. RELATED COSTS

Unless otherwise expressly stated at the time of ordering, the costs of processing the SERVICES, as well as, where applicable, the costs of shipping, transport and delivery of goods ancillary to the SERVICES, are and shall be charged entirely to the CLIENT, and shall be invoiced in addition under the conditions indicated on the website: https://www.educ-study.eu and calculated before the order is placed.

If the CLIENT requests a faster or more expensive method of performance of the SERVICES than the standard method, the CLIENT shall be fully responsible for the additional costs as they appear at the time of order confirmation by the CLIENT.

Similarly, if the CLIENT requests a faster or more expensive shipping method than standard for goods ancillary to the SERVICES, the CLIENT shall be fully responsible for the additional shipping costs as they appear at the time of order confirmation by the CLIENT.

1.11.4. UNFORESEEN COSTS

Unforeseen costs and additional SERVICES are either at the charge of the CLIENT, or to be paid by the CLIENT in addition to the price of the provision of the SERVICES.

1.11.5. PRICES

The price(s) in addition to the price of the SERVICES are indicated at the time of ordering. Once the method of performance of the SERVICES has been chosen, the price indicated to be paid includes the taxes, delivery costs and any additional costs.

The price(s) listed on the website https://www.educ-study.eu are understood to be net of all taxes, duties and other charges and of any costs of installation, transport, packaging and insurance.

1.11.6. DISCOUNTS

Any decision to grant a discount, rebate or reduction, according to a percentage or a fixed rate, shall remain at the sole discretion of EDUC-EU and only for the SERVICES which it is providing, according to the terms posted on the website https://www.educ-study.eu.

The CLIENT agrees that any discount granted by EDUC-EU is subject to the CLIENT's compliance with all of its contractual obligations, particularly the payment conditions.

In the event that the CLIENT does not fulfil its obligations, EDUC-EU shall be entitled, after having informed the CLIENT, to unilaterally cancel the said discounts without prior notice.

EDUC-EU shall then immediately proceed to invoice an additional price equal to the amount of the discounts whose conditions have not been fulfilled by the CLIENT.

1.11.7. TERMS OF PAYMENT

1.11.7.1. CONDITIONS OF PAYMENT

The price is payable from the day the order was placed by the CLIENT, by a secure payment method:

- by bank cards, Visa, Mastercard, American Express, *Carte Bancaire* and CartaSi (via the Mollie payment platform)
- by direct debit;
- by bank transfer.

At the express request of the CLIENT, an invoice may be addressed to the CLIENT.

Any exchange, collection, rejection or more general bank processing fees shall remain entirely at the expense of the CLIENT.

Payment by bank card is irrevocable, except in the event of fraudulent use of the card. In this case, the CLIENT may request the cancellation of the payment and the return of the corresponding sums.

In the event of payment by bank cheque, this must be issued by a bank domiciled in metropolitan France or in Monaco.

The cheque shall be cashed upon receipt.

The payment data exchanged shall be encrypted thanks to a 256-bit SSL encryption (via the Mollie payment platform).

1.11.7.2. LATE PAYMENT

1.11.7.2.1. SUSPENSION OF THE SUPPLY OF SERVICES

Unless EDUC-EU gives its written consent, the CLIENT's failure to pay on the due date may result in the immediate suspension of the SERVICES being carried out, without prior notification or formal notice.

The suspension shall not result in any postponement or deferral of the contractual payment deadlines.

1.11.7.2.2. RESUMPTION OF SERVICES - TERMINATION

A default or delay in payment by the CLIENT occurring after EDUC-EU giving an unremedied formal notice of failure to pay sent by registered letter with acknowledgement of receipt, may result in:

- the immediate suspension of the SERVICES and, if necessary, the return or reclaiming of the goods ancillary to the SERVICES, ordered by the CLIENT, and their return to EDUC-EU's address at the expense of and at the sole responsibility of the CLIENT;
- the automatic termination of the AGREEMENT to the sole detriment of the CLIENT, without prejudice to any damages and interest that may result.

1.12. INTELLECTUAL PROPERTY

By express agreement, EDUC-EU shall remain the owner of the entirety of the intellectual property rights involved in the supply of the SERVICES until full payment by the CLIENT of the sums payable under the AGREEMENT and the AGREEMENT has been fully and completely performed.

The content of the website https://www.educ-study.eu is the property of EDUC-EU and its partners and is protected under French and international laws relating to intellectual property. Any total or partial reproduction of this content is strictly forbidden.

1.13. CONFIDENTIALITY

With respect to the AGREEMENT and any information transmitted in connection with the AGREEMENT and designated as confidential by the sending PARTY, the receiving PARTY undertakes to:

- protect the said confidential information in an appropriate manner,
- limit the use of the confidential information solely to the performance of the obligations contained in the AGREEMENT,
- limit the reproduction of the confidential information to the strict performance of the obligations contained in the AGREEMENT and subject to having obtained the prior consent of the PARTY that sent the confidential information.

The terms of this article shall not apply to information that:

- is or becomes publicly available;
- was already in the possession of the receiving PARTY prior to its communication by the sending PARTY;
- is communicated to the receiving PARTY, without condition of confidentiality, by a third party other than the sending PARTY or its representatives;
- is or has been developed independently;
- is disclosed in accordance with legal requirements or by execution of a court order.

Subject to the foregoing, EDUC-EU may send the confidential information to the CLIENT and its sub-contractors and its affiliate companies.

1.14. ASSIGNMENT - TRANSFER

The CLIENT shall not assign or transfer the rights and obligations resulting from the AGREEMENT to any third party, by any means, without the prior written consent from EDUC-EU.

The CLIENT expressly accepts without reservation that EDUC-EU may, without any particular formality or information, subcontract all or part of the provision of the SERVICES. The CLIENT expressly and unreservedly agrees that EDUC-EU may, subject to simple information by email:

- transfer the AGREEMENT to a company that is a shareholder of EDUC-EU, or in which EDUC-EU holds a fraction of the capital, or more generally, any company belonging to the same group as EDUC-EU;
- assign the AGREEMENT to a third company that would carry out the activity that is the subject of the contract or holding activities;
- assign the invoices, receivables and rights resulting from the AGREEMENT to third parties, for example within the context of an assignment of receivables or a factoring contract.

1.15. PERSONAL DATA

The information gathered on the CLIENT shall be processed by EDUC-EU and are essential for processing its order. This information and personal data shall also be stored for security reasons, in order to comply with legal and regulatory obligations. They shall be stored as long as is required for the performance of the work ordered and any guarantees potentially applicable arising from the work.

The data processing manager is Olivier Marty.

Access to personal data shall be strictly limited to employees of the data processing manager, who are authorised to process the data by virtue of their duties. The information gathered may also be communicated to third parties linked to the company by contract for the performance of subcontracted tasks, without requiring the authorisation of the CLIENT.

In the context of the performance of their services, third parties shall have only limited access to the data and are obliged to use it in accordance with the provisions of the applicable legislation on the protection of personal data. Apart from the cases set out above, the company shall not sell, rent, assign or grant access to third parties to the data with the CLIENT's prior consent, unless it is obliged to do so for a legitimate reason.

If the data is to be transferred outside the European Union, the CLIENT shall be informed, and the guarantees taken to secure the data shall be specified. In accordance with Law No. 78-17 of 6 January 1978 relating to IT, files and freedoms, as amended by Law No. 2004-801 of 6 August 2004, and by Regulation (EU) 2016/679, the CLIENT shall have the right of access, rectification, erasure, and portability of their data, as well as the right to object to the processing for legitimate reasons, rights that they can exercise by contacting the manager of data processing at the address mentioned above, enclosing valid proof of their identity.

In the event of a complaint, the client may contact the *Commission Nationale de l'Informatique et des Libertés* [French National Commission for Data Protection and Liberties] (CNIL).

1.16. INTEGRITY OF THE GCS AND VALIDITY OF THE CLAUSES

If any of the provisions of the GCS is declared unlawful of void by a judge, arbitrator or any other authority, the PARTIES undertake to deal with the consequences of such annulment in good faith.

In the event that the PARTIES are unable to come to an agreement on the replacement of the clause(s) in question, the said clause(s) alone shall be annulled, and the other provisions of the GCS shall remain in force, without prejudice to the validity of the GCS in their entirety nor their legal effects.

No waiver of the provisions of the AGREEMENT or of a failure to perform any of the obligations under the AGREEMENT shall be deemed to have been made unless the waiving PARTY expressly waives or consents in writing.

1.17. REMINDER OF THE PROVISIONS OF THE PENAL CODE

It is reminded that any act of misappropriation and/or destruction of the property of EDUC-EU and/or its partners, as well as any attempt to do so, is liable to be qualified as a criminal offence, particularly under Articles L314-1 *et seq.* of the Penal Code and shall lead to criminal proceedings.

1.18. ELECTION OF DOMICILE - CORRESPONDENCE

For the application of this AGREEMENT:

- EDUC-EU's address for service shall be at its headquarters.
- The CLIENT's address for service shall be at its address as indicated when placing the order.

Any notices made under the AGREEMENT must be made in writing and sent to the above-mentioned addresses and shall be deemed to have been delivered when received by the addressee.

For the purpose of proving the existence of notices relating to the AGREEMENT, the CLIENT shall agree to consider email, paper and electronic copies as equivalent to the original and as valid documentation.

The CLIENT recognises and accepts that:

- EDUC-EU and the CLIENT may, unless the CLIENT expressly requests otherwise, correspond or send documents by email over the internet;
- neither of the PARTIES has any control over the capacity, reliability, access or security of email over the internet;
- EDUC-EU shall not be liable for any loss, damage, cost or prejudice caused by the loss, delay, interception, misappropriation or alteration of any email caused by any event beyond the control of EDUC-EU.

1.19. LANGUAGE

The language of the AGREEMENT is French.

1.20. APPLICABLE LAW

For any dispute relating to the services ordered from EDUC-EU, the applicable law shall be French law.

1.21. DISPUTES AND LITIGATION

1.21.1. INITIAL ATTEMPT AT AN AMICABLE SOLUTION

The PARTIES shall try to resolve any dispute or breach of contract by attempting to settle their disputes amicably in a mutually acceptable manner, before starting legal proceedings.

1.21.2. MEDIATION OF CONSUMER DISPUTES

In accordance with the provisions of the Consumer Code regarding the amicable settlement of disputes, EDUC-EU adheres to the CM2C mediation services whose contact details are as follows:

Address CM2C, 14 rue Saint Jean, 75017 Paris

Email: cm2c@cm2c.net

Telephone: 01 89 47 00 14

You may use the mediation service for consumer disputes related to an order placed with EDUC-EU on the internet. In accordance with the rules applicable to mediation, any consumer dispute shall first be submitted in writing to EDUC-EU.

After the consumer has made a prior written request to EDUC-EU, the aforementioned mediation service can be contacted for any consumer dispute that has not yet been resolved.

To find out how to contact the mediator: https://www.cm2c.net/comment-nous-saisir.php

1.21.3. DISPUTES

In the absence of an amicable agreement, the disputes shall be submitted to the French courts with territorial jurisdiction in accordance with the regulations in force.